

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEBRASKA

IN RE: ) CASE NO.: 18-40647-TLS  
          ) )  
Timothy Edward Leonard, *Debtor* ) )  
          ) CHAPTER 13  
U.S. Bank Trust National Association, as Trustee of the ) )  
Chalet Series III Trust ) )  
          ) )  
vs. ) )  
Timothy Edward Leonard ) )  
          ) )  
and ) )  
Kathleen Laughlin, *Trustee* ) )  
          ) )  
          ) )

**STIPULATED ORDER IN SETTLEMENT OF**  
**THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Comes now, Movant, U.S. Bank National Association, as Trustee of the Chalet Series III Trust, its successors and/or assignees, (“Secured Creditor”), by and through its attorney, Kristin A. Zilberstein, and the Debtor Timothy Edward Leonard (“Debtors”), by and through their attorney Jessie C Polson. and enter this Stipulated Order (“Order”) in settlement of the above referenced motion, with the following terms:

1. Debtors have granted, and the parties hereto acknowledge, that Movant has a valid perfected security interest in certain real property commonly known as 402 3<sup>rd</sup> Street Glenvil Nebraska 68941.
2. Debtors agreed that they are due and owing to Movant for the following:

Monthly payments:	6	at	\$443.20	\$	2659.20
Late charges:	1	at	\$58.52	\$	58.52

Suspense	\$	-104.17
Bankruptcy Attorney Fee:	\$	850.00
Bankruptcy Filing Fee:	\$	181.00
<b>Total Delinquencies:</b>	<b>\$</b>	<b>3,644.55</b>

3. Beginning July 1, 2019, and continuing the 1<sup>st</sup> of every month thereafter, Debtors shall timely make their regular monthly mortgage payments to Movant according to the terms of the Note.

4. Debtors shall continuously maintain and pay for adequate insurance on the Property and pay all taxes attributable to the Property when due.

5. Beginning July 20, 2019 and on the 20<sup>th</sup> of the month for six (6) months, Debtors shall cure the default noted above as follows:

Cure payments:	5	at	\$607.43	\$	3,037.15
Cure payment:	1	at	\$607.40	\$	607.40
<b>Total Delinquencies:</b>				<b>\$</b>	<b>3644.55</b>

6. Debtors shall send the regular payments and cure payments to the following address while in Bankruptcy, unless and until notified otherwise by Movant, or its successors and/or assigns:

SN Servicing Corporation  
323 Fifth Street  
Eureka, CA 95501

7. Upon any default in the terms and conditions set forth in this Stipulation, Movant must serve written notice of default to the Debtors' attorney of record, if any, by Electronic Mail. Movant must also serve written notice of default to the Debtors by U.S. Mail. If the Debtors fail to cure the default within ten (10) days after service of such written notice Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the Court may grant without further notice or hearing.

8. Notwithstanding anything contained in this Stipulation to the contrary, The Debtors shall be entitled to a Maximum of Three Notice of Default and Opportunity to cure pursuant to the preceding

paragraph. Once the Debtors have defaulted one time on the obligations imposed by this order and has been served with one Notice of Default, Movant is relieved of any obligation to serve additional notices of default or to provide additional opportunities to cure. If an event of default occurs thereafter, Movant will be entitled, without first serving a notice of default or providing the Debtors with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtors' failures to perform under this Stipulation, together with a proposed order terminating the stay, which the Court may enter without further notice or hearing.

9. Movant shall be entitled to charge a fee of \$150.00 for any ten (10) day written notice required because of default.

10. Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which Movant would otherwise have been entitled under applicable nonbankruptcy law.

11. This Stipulation is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by Court order or by operation of law, this Stipulation ceases to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtors.

12. If Movant obtains relief from stay based on the Debtors' default under this Adequate Protection Agreement, the Order granting relief will contain a waiver of the 14-day stay as provided in FRBP 4001(a)(3).

13. In the event this case is converted to a Chapter 7 proceeding, the Automatic Stay shall be terminated without further notice, order or proceedings of the Court. If the Automatic Stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and Movant may proceed to enforce its remedies under non-bankruptcy law against the Property and/or the Debtors.

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14. Debtors and Movant agree that Movant's Motion be and is hereby DENIED AS SETTLED.

So Ordered: \_\_\_\_\_ Dated: June 24, 2019

s/ Thomas L. Saladino

Honorable Judge Thomas L. Saladino  
United States Bankruptcy Judge

GHIDOTTI | BERGER LLP

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Copies electronically sent by the court to:  
\*Kristin Zilbertstein, Jessie Polson, Kathleen Laughlin & UST

\*Movant shall provide notice to parties in interest as required by rule or statute.